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13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 Michelle Turley-Jackson,  
16  
17 Plaintiff,

18 v.

19 Allied Interstate, LLC,  
20  
21 Defendant.

Case No. 2:18-cv-08360-PA (SKx)  
Hon. Percy Anderson

**Stipulated Protective Order**

Complaint Filed: September 27, 2018  
Trial Date: August 20, 2019

1           **1.     A.     PURPOSES AND LIMITATIONS.**

2           Discovery in this action is likely to involve production of confidential,  
3           proprietary, or private information for which special protection from public disclosure  
4           and from use for any purpose other than prosecuting this litigation may be warranted.  
5           Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6           following Stipulated Protective Order. The parties acknowledge that this Order does  
7           not confer blanket protections on all disclosures or responses to discovery and that the  
8           protection it affords from public disclosure and use extends only to the limited  
9           information or items that are entitled to confidential treatment under the applicable  
10          legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
11          that this Stipulated Protective Order does not entitle them to file confidential  
12          information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
13          followed and the standards that will be applied when a party seeks permission from the  
14          court to file material under seal.

15                   **B.     GOOD CAUSE STATEMENT.**

16          This action is likely to involve trade secrets and other valuable research,  
17          development, commercial, financial, technical and/or proprietary information for  
18          which special protection from public disclosure and from use for any purpose other  
19          than prosecution of this action is warranted. Such confidential and proprietary  
20          materials and information consist of, among other things, confidential business or  
21          financial information, confidential technical information regarding the makeup of the  
22          telephone dialing systems at issue (including information implicating privacy rights of  
23          third parties), information otherwise generally unavailable to the public, or which may  
24          be privileged or otherwise protected from disclosure under state or federal statutes,  
25          court rules, case decisions, or common law. Accordingly, to expedite the flow of  
26          information, to facilitate the prompt resolution of disputes over confidentiality of  
27          discovery materials, to adequately protect information the parties are entitled to keep  
28          confidential, to ensure that the parties are permitted reasonable necessary uses of

1 such material in preparation for and in the conduct of trial, to address their handling  
2 at the end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

## 8           **2.     DEFINITIONS.**

9           **2.1**     Action: This pending federal law suit.

10           **2.2**     Challenging Party: a Party or Non-Party that challenges the  
11 designation of information or items under this Order.

12           **2.3**     “CONFIDENTIAL” Information or Items: information  
13 (regardless of how it is generated, stored or maintained) or tangible things that qualify  
14 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement.

16           **2.4**     Counsel: Outside Counsel of Record and House Counsel (as well  
17 as their support staff).

18           **2.5**     Designating Party: a Party or Non-Party that designates  
19 information or items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL.”

21           **2.6**     Disclosure or Discovery Material: all items or information,  
22 regardless of the medium or manner in which it is generated, stored, or maintained  
23 (including, among other things, testimony, transcripts, and tangible things), that are  
24 produced or generated in disclosures or responses to discovery in this matter.

25           **2.7**     Expert: a person with specialized knowledge or experience in a  
26 matter pertinent to the litigation who has been retained by a Party or its counsel to  
27 serve as an expert witness or as a consultant in this Action.  
28

1           **2.8** House Counsel: attorneys who are employees of a party to this  
2 Action. House Counsel does not include Outside Counsel of Record or any other  
3 outside counsel.

4           **2.9** Non-Party: any natural person, partnership, corporation,  
5 association, or other legal entity not named as a Party to this action.

6           **2.10** Outside Counsel of Record: attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10           **2.11** Party: any party to this Action, including all of its officers,  
11 directors, employees, consultants, retained experts, and Outside Counsel of Record  
12 (and their support staffs).

13           **2.12** Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15           **2.13** Professional Vendors: persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19           **2.14** Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL.”

21           **2.15** Receiving Party: a Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

23           **3. SCOPE.**

24           The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or extracted  
26 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
27 Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
28 their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

#### **4. DURATION.**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable

#### **5. DESIGNATING PROTECTED MATERIAL.**

**5.1** Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2** Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as

1 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
2 protection under this Order must be clearly so designated before the material is  
3 disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents,  
6 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
7 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
8 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
9 portion or portions of the material on a page qualifies for protection, the Producing  
10 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
11 markings in the margins).

12 A Party or Non-Party that makes original documents available for inspection  
13 need not designate them for protection until after the inspecting Party has indicated  
14 which documents it would like copied and produced. During the inspection and before  
15 the designation, all of the material made available for inspection shall be deemed  
16 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
17 copied and produced, the Producing Party must determine which documents, or  
18 portions thereof, qualify for protection under this Order. Then, before producing the  
19 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
20 to each page that contains Protected Material. If only a portion or portions of the  
21 material on a page qualifies for protection, the Producing Party also must clearly  
22 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party identify the  
24 Disclosure or Discovery Material on the record, before the close of the deposition all  
25 protected testimony.

26 (c) for information produced in some form other than documentary and for any  
27 other tangible items, that the Producing Party affix in a prominent place on the  
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
2 protection, the Producing Party, to the extent practicable, shall identify the protected  
3 portion(s).

4 **5.3 Inadvertent Failures to Designate.** If timely corrected, an  
5 inadvertent failure to designate qualified information or items does not, standing alone,  
6 waive the Designating Party’s right to secure protection under this Order for such  
7 material. Upon timely correction of a designation, the Receiving Party must make  
8 reasonable efforts to assure that the material is treated in accordance with the  
9 provisions of this Order.

10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

11 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
13 Order.

14 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 *et seq.*

16 **6.3** The burden of persuasion in any such challenge proceeding shall  
17 be on the Designating Party. Frivolous challenges, and those made for an improper  
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
19 may expose the Challenging Party to sanctions. Unless the Designating Party has  
20 waived or withdrawn the confidentiality designation, all parties shall continue to afford  
21 the material in question the level of protection to which it is entitled under the  
22 Producing Party’s designation until the Court rules on the challenge.

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

24 **7.1 Basic Principles.** A Receiving Party may use Protected Material  
25 that is disclosed or produced by another Party or by a Non-Party in connection with  
26 this Action only for prosecuting, defending, or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the  
28 conditions described in this Order. When the Action has been terminated, a Receiving



1 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a  
3 location and in a secure manner that ensures that access is limited to the persons  
4 authorized under this Order.

5 **7.2** Disclosure of “CONFIDENTIAL” Information or Items. Unless  
6 otherwise ordered by the court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
8 only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
15 is reasonably necessary for this Action and who have signed the “Acknowledgment  
16 and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
20 to whom disclosure is reasonably necessary for this Action and who have signed the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a  
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
26 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
27 not be permitted to keep any confidential information unless they sign the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed



1 by the Designating Party or ordered by the court. Pages of transcribed deposition  
2 testimony or exhibits to depositions that reveal Protected Material may be separately  
3 bound by the court reporter and may not be disclosed to anyone except as permitted  
4 under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel, mutually  
6 agreed upon by any of the parties engaged in settlement discussions.

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
8 **PRODUCED IN OTHER LITIGATION.**

9 If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this Action as  
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena or  
16 order is subject to this Protective Order. Such notification shall include a copy of this  
17 Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
19 the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this  
22 action as “CONFIDENTIAL” before a determination by the court from which the  
23 subpoena or order issued, unless the Party has obtained the Designating Party’s  
24 permission. The Designating Party shall bear the burden and expense of seeking  
25 protection in that court of its confidential material and nothing in these provisions  
26 should be construed as authorizing or encouraging a Receiving Party in this Action to  
27 disobey a lawful directive from another court.

1           9.     **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2                   **PRODUCED IN THIS LITIGATION.**

3           (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to produce  
9 a Non-Party’s confidential information in its possession, and the Party is subject to an  
10 agreement with the Non-Party not to produce the Non-Party’s confidential  
11 information, then the Party shall:

12                   (1) promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15                   (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18                   (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20           (c) If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party’s confidential information responsive to the discovery request.  
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
24 any information in its possession or control that is subject to the confidentiality  
25 agreement with the Non-Party before a determination by the court. Absent a court  
26 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
27 protection in this court of its Protected Material.  
28

1           **10.    UNAUTHORIZED DISCLOSURE OF PROTECTED**  
2           **MATERIAL.**

3           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
4 Protected Material to any person or in any circumstance not authorized under this  
5 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
6 the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
7 retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
8 persons to whom unauthorized disclosures were made of all the terms of this Order,  
9 and (d) request such person or persons to execute the “Acknowledgment and  
10 Agreement to Be Bound” that is attached hereto as Exhibit A.

11           **11.    INADVERTENT PRODUCTION OF PRIVILEGED OR**  
12           **OTHERWISE PROTECTED MATERIAL.**

13           When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other protection,  
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
17 may be established in an e-discovery order that provides for production without prior  
18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
19 parties reach an agreement on the effect of disclosure of a communication or  
20 information covered by the attorney-client privilege or work product protection, the  
21 parties may incorporate their agreement in the stipulated protective order submitted to  
22 the court.

23           **12.    MISCELLANEOUS.**

24           **12.1    Right to Further Relief.** Nothing in this Order abridges the right of any  
25 person to seek its modification by the Court in the future.

26           **12.2    Right to Assert Other Objections.** By stipulating to the entry of this  
27 Protective Order no Party waives any right it otherwise would have to object to  
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
6 Protected Material at issue. If a Party's request to file Protected Material under seal is  
7 denied by the court, then the Receiving Party may file the information in the public  
8 record unless otherwise instructed by the court.

9 **13. FINAL DISPOSITION.**

10 After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return all  
12 Protected Material to the Producing Party or destroy such material. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
16 must submit a written certification to the Producing Party (and, if not the same person  
17 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
18 category, where appropriate) all the Protected Material that was returned or destroyed  
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
20 compilations, summaries or any other format reproducing or capturing any of the  
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
23 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
24 attorney work product, and consultant and expert work product, even if such materials  
25 contain Protected Material. Any such archival copies that contain or constitute  
26 Protected Material remain subject to this Protective Order as set forth in Section 4  
27 (DURATION).  
28

1           **14.** Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4                   **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

5  
6 Dated: April 8, 2019

**KATTEN MUCHIN ROSENMAN LLP**

Gregory S. Korman  
Paul A. Grammatico

7  
8  
9 By: /s/Paul A. Grammatico  
10 Attorneys for defendant, Allied  
Interstate, LLC

11 Dated: April 8, 2019

**PRICE LAW GROUP, APC**

Stuart M. Price

12  
13  
14 By: /s/Stuart M. Price  
15 Attorneys for plaintiff, Michelle Turley-  
Jackson

16                   **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

17  
18 Dated: April 9, 2019



19 \_\_\_\_\_  
Honorable Steve Kim  
20 United States Magistrate Judge  
21  
22  
23  
24  
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28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
6 I have read in its entirety and understand the Stipulated Protective Order that was  
7 issued by the United States District Court for the Central District of California on  
8 [date] in the case of *Turley-Jackson v. Allied Interstate, LLC*, Case No. Case No. 2:18-cv-  
9 08360-PA (SKx). I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item that is  
13 subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order. I further agree to submit to the  
15 jurisdiction of the United States District Court for the Central District of California for  
16 the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
17 enforcement proceedings occur after termination of this action. I hereby appoint  
18 \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_